

06/25/2021



Mayor Ralph Hellmich  
City of Foley  
407 E Laurel Ave.  
Foley, AL 36535

***Re: Creating a "Sense of Place" at Foley Pride Pocket Park***

Dear Mayor Hellmich:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for your project. We are excited to work on a project as distinctive as yours. We believe that we can deliver landscape architectural services for your project that match this distinctiveness.

We will accomplish this by three basic tenets of our business philosophy – by being progressive, by being responsive, and by being creative. We will progressively attack the problems presented during the project and look at cutting-edge solutions that offer the most value to the budget available. We will responsively meet needs – the needs of the site, the authorities having jurisdiction, and, most importantly, your needs – the Client. We will listen and give you what you need and make it better than you expect. Finally, we will creatively design this project. Working on distinctive projects is a hallmark of ours at WAS. Also, our ability to inform the public and government agencies about the benefits of non-cookie cutter development is an additional strength that we offer. We will bring our best efforts to bear on these two fronts for your project. We will give you the best project possible.

We also understand the construction challenges you face. Given the construction experience within our firm, we are well positioned to offer solutions that most effectively achieve the goals for your project.

On the following pages you will find the proposed scope of services and agreement that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to make this proposal to you. Once you have had a chance to review everything, please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Watkins".

Chad Watkins, PLA, ASLA  
Principal  
lcw

06/25/2021

Mayor Ralph Hellmich  
City of Foley  
407 E Laurel Ave.  
Foley, AL 36535

# Foley Pride Pocket Park

Foley, Alabama

Landscape Architectural Services

## I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build amenity redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

## II. SCOPE AREAS AND CORRESPONDING ELEMENTS



Figure 1: Project master plan

**A. Site Landscape Design Elements (includes entry features and amenity areas)**

1. Hardscape design
  - a) Paving
  - b) Walls, ramps, steps
  - c) Fencing and railings
  - d) Overhead shade structures not attached to building
2. Grading and drainage design, pedestrian areas (IBC, ADAAG standards)
  - a) Surface grading design
    - Spot elevations of critical points
    - Slope requirements where applicable
  - b) Drainage network design
    - Pipe type, location, sizing, slopes, and invert elevations
    - Pipe profile drawings
    - Drainage structure types, locations, sizing, invert and grate elevations
    - Stormwater quantity modeling to be approved by City engineer
3. Site furnishings design
  - a) Pedestrian walkways and plaza areas
  - b) Amphitheater seating
4. Landscape design
  - a) Context-sensitive plant material
  - b) Landscape per city regulations, as applicable
5. Irrigation design
  - a) Water-smart irrigation system
  - b) Central-controlled water management
  - c) Irrigation water source determination
6. Site lighting design
  - a) Area/safety lighting
  - b) Event lighting
  - c) Landscape lighting design in common areas as applicable
7. Event accommodations
  - a) A/V provisions
  - b) Electrical/Lighting provisions
  - c) Setup/staging provisions
  - d) Storage provisions

**B. Construction Budget**

We estimate the construction budget for the scope listed to be \$380,000.00. This number is in response to a +/-8% microinflation in the construction market from March-May of this year, which has been increased from an original estimate of approximately \$350,000.00.

### III. SCOPE OF SERVICES

#### A. Schematic Design (Completed)

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all Client-provided site plan data and the project area survey.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the Client wish list and other necessary provisions to facilitate the optimum design.
3. Preparation of proposed **inspiration imagery palette** for project.
4. Attendance at **presentation meeting(s) or email correspondence sequence** to present and discuss work process and product, and listen to Client feedback.
5. **Cost opinion** based on Schematic Design drawings.

#### B. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **3d imagery** to communicate design intent and facilitate material, color, and other specific selections required for completion of the contract documents in the following phase.
2. Preparation of proposed **materials palette** for project.
3. **Cost opinion** based on Design Development package.

*Up to two design meetings at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.*

### **C. Construction Documents**

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Existing Conditions Plans**
  - a. To communicate how the work should be received by the contractor, whether by as-built survey or proposed work by others
3. **Erosion and Sedimentation Control Plans**
  - a. Limited to this scope's specific work areas and extents
4. **Hardscape Plans**
  - a. Structural engineering will be provided by subconsultant.
5. **Landscape Grading and Drainage Plans**
  - a. To be coordinated with civil grading and drainage
6. **Planting Plans**
7. **Irrigation Plans**
8. **Lighting Plans**
  - a. With fixture location and type, and description of desired lighting effect per fixture.
  - b. Electrical engineering will be provided by subconsultant
9. **Site Furnishings Plans**
10. **Project Manual**
  - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
  - b. General Requirements Specifications, Division 01, as applicable to scope
  - c. Technical Specifications, Divisions 02-49, as applicable to scope
  - d. To be provided in Masterformat 2012 format
11. **Opinion of Probable Budget (OPB)**
12. **Unit-price Bid Form**
  - a. Based on OPB format

*Two Design review instances are recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.*

#### **D. Bidding/Negotiation Assistance**

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

#### **E. Construction Observation**

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** (15 allocated) to observe construction of scope elements. Recommended site visit instances include but are not limited to:
  - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
  - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
  - c. Periodic progress reviews (on-site)
  - d. Testing of systems (on-site)
  - e. Substantial completion
  - f. Final acceptance
  - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

#### IV. AGREEMENT QUALIFICATIONS

##### A. Assumptions

The Client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

##### B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Geotechnical Engineering
2. Mechanical/Plumbing Engineering
3. Aquatics Engineering
4. Building Architecture

##### C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

| <b>Term</b>     | <b>Definition</b>                                                                                                                                                                                             |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attend          | WAS Design will be present at meetings and hearings as described in the task item                                                                                                                             |
| Allowance       | An amount proposed to cover an undefinable scope of service at time of proposal. Actual amounts may require contract changes if fees solicited are not within amounts agreed upon.                            |
| Review          | Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design |
| Assist          | Provide input and/or information to the Owner or consultant team to assist them with their work and products                                                                                                  |
| Develop         | Plans, documents, and products generated by WAS Design                                                                                                                                                        |
| Coordinate      | Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design                                                                                              |
| Provide         | Plans, documents, and products made available by WAS Design                                                                                                                                                   |
| Minor Revisions | Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item                                                                                                       |
| AHJ             | Authorities-having-jurisdiction                                                                                                                                                                               |
| HNTE            | Hourly rates, not to exceed                                                                                                                                                                                   |

## **V. TERMS AND CONDITIONS**

### **A. Standard Terms**

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs including time + expense of staff working toward collections and reasonable attorney's fees.
6. Some scope items will be billed on an hourly basis. Where a task is based on an estimated fee or allowance, these tasks will be billed by hours spent and may be less or more than the fee for each task.
7. This agreement is based on the understanding that the Client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
8. Upon the parties signing this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

### **B. Specific Terms**

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
3. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed to time of termination.



## **VI. PRODUCTION AND FEES**

### **A. Coordination and Staffing**

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

Chad Watkins will be Principal-in-charge of the project, and Dan Majors will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

### **B. Fee Schedule/Compensation**

We propose to provide the services at the fees/rates described below:

| <b>Item</b> | <b>Scope of service phase</b> | <b>Amount &amp;</b> | <b>Fee type</b> |
|-------------|-------------------------------|---------------------|-----------------|
| A           | Schematic Design              | No charge,          | donated         |
| B           | Design Development            | \$7,600.00          | Fixed fee       |
| C           | Construction Documents        | \$12,200.00         | Fixed fee       |
| D           | Bid/Negotiation Assistance    | \$1,600.00          | Fixed fee       |
| E           | Construction Observation      | \$6,100.00          | Fixed fee       |
|             |                               | <b>\$27,500.00</b>  | <b>TOTAL</b>    |
| EE          | Electrical Engineering        | \$2,000.00          | Fee Allowance   |
| SE          | Structural Engineering        | \$3,000.00          | Fee Allowance   |
| GE          | Geotechnical Engineering      | \$2,500.00          | Fee Allowance   |
| LS          | Land Surveying                | \$3,500.00          | Fee Allowance   |

### **C. Standard Hourly Rates**

|                       |          |
|-----------------------|----------|
| Principal             | \$130.00 |
| Landscape Architect I | \$105.00 |
| Staff Designer        | \$90.00  |
| Administrative Staff  | \$55.00  |

## VII. ACCEPTANCE OF AGREEMENT

WAS Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

**WAS Design, Inc.**

**City of Foley**



\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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Principal

\_\_\_\_\_  
Title

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Title

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06/18/2021

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Date

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